

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 04 2017
WATER RESOURCES
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-10675	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: JA Albertson Enterprises
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Alscott Farms LLC
New owner(s) as listed on the conveyance document
- Mailing address: 501 Baybrook Ct. City: Boise State: ID ZIP: 83706
- Telephone: 208-424-3865 Email: dmayer@alscott.com
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: May 13, 1988
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☒ \$25 per undivided water right.
☒ \$100 per split water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.
8. Signature: BY: Alscott Farms, LLC Signature of new owner/claimant Title, if applicable: Manager Member Date: 10-4-2017
- Signature: J.B. Scott Signature of new owner/claimant Title, if applicable: J.B. Scott Date: 10-4-2017

For IDWR Office Use Only:

Received by AS Date 10/04/17 Receipt No. W45716 Receipt Amt. \$25⁰⁰

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 X Approved by CP Processed by CP Date 1/16/18

COPY

**AGREEMENT FOR ADMISSION OF SUBSTITUTED MEMBER AND CONSENT
TO AMENDMENT OF OPERATING AGREEMENT**

This AGREEMENT FOR ADMISSION OF SUBSTITUTED MEMBER AND CONSENT TO AMENDMENT OF OPERATING AGREEMENT (the "Agreement") is made and entered into as of this 29 day of October, 2003 (the "Effective Date"), by and between **ALSCOTT FARMS, LLC**, an Idaho limited liability company (the "Company") and, **KATHRYN ALBERTSON'S ESTATE** ("Albertson Estate"), **ALSCOTT LIMITED PARTNERSHIP #1**, a Texas limited partnership ("Alscott LP") and **JOSEPH B. SCOTT** ("Scott").

RECITALS

WHEREAS, the Company was organized on or about August 3, 1995, when its Articles of Organization were filed with the Idaho Secretary of State;

WHEREAS, Alscott LP and Kathryn Albertson ("Albertson") entered into an Operating Agreement (the "Operating Agreement") effective as of August 3, 1995, through which their rights and obligations in relation to the Company were delineated;

WHEREAS, Albertson owned ten (10) units of membership interest representing 4.17% of the total membership interest and Alscott LP owned two hundred thirty (230) units of membership interest representing the remaining 95.83% of the total membership interest, but no Membership Unit Certificates were issued representing these designated membership interests;

WHEREAS, Scott owns the majority interest in Alscott LP, the sole remaining member with the right to manage the affairs of the Company;

WHEREAS, Albertson passed away on April 30, 2002 leaving a will dated March 4, 1996 ("Albertson's Will");

WHEREAS, Albertson's Estate now stands in Albertson's place as the assignee of her membership interest in the Company;

WHEREAS, Albertson's Will specifically devised her interest in the property held by the Company to her daughter Barbara J. Newman, which has passed by disclaimer to Scott;

WHEREAS, Albertson's Estate now desires to assign its interest to Scott as directed by Albertson's Will and Alscott LP, as the sole member, desires to admit Scott as a Substitute Member in the place of Albertson and Albertson's Estate; and

WHEREAS, Alscott LP and Scott desire to amend the Operating Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Except as otherwise provided herein, all definitions and terms used in the Operating Agreement shall have the same meaning in this Agreement.

2. **Substitution of Member.** Pursuant to Section 14.3 of the Operating Agreement, Alscott LP hereby agrees and consents to the admission of Scott as a substitute Member, with all of the rights and powers of a Member under the Operating Agreement.

3. **Assumption of Obligations.** Scott shall assume all obligations of a Member in the Company accruing on or after the Effective Date.

4. **Capital Contribution.** Scott shall not be required to make any additional capital contribution.

5. **Release of Former Member.** Alscott LP hereby releases Albertson and Albertson's Estate, as assignee of Albertson's original membership interest, from any liability to the Company that may have existed prior to the admission of Scott as a substitute Member.

6. **Amendment of Section 5.2 of the Operating Agreement.** The last sentence of Section 5.2 of the Operating Agreement reading "The Company shall issue Membership Unit Certificates representing each Member's designated interests" shall be deleted and replaced with the following: "The names of the Members and the number of Units owned by each are set forth on **Exhibit A** attached hereto, which **Exhibit A** shall be revised from time to time as necessary to reflect changes in the number of Units owned by any Member, the admission of additional or substitute Members, and the withdrawal of Members."

7. **Amendment of Exhibit A to the Operating Agreement.** The current Exhibit A of the Operating Agreement shall be deleted in its entirety and shall be replaced with the **Exhibit A** attached hereto.

8. **Restatement of Operating Agreement.** The Operating Agreement, as modified by this Agreement, shall remain in full force and effect, and shall be binding upon Alscott LP and Scott, as the Members of the Company, and the Company according to its terms. The Operating Agreement shall be construed, to the extent possible, so as to be consistent with this Agreement.

9. **Governing Law.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the state of Idaho, without regard to its conflicts of laws principles.

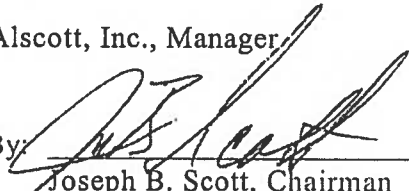
10. **Entire Agreement.** This Agreement, and all Exhibits referenced herein, contains the complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understandings, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

COMPANY:

ALSCOTT FARMS, LLC

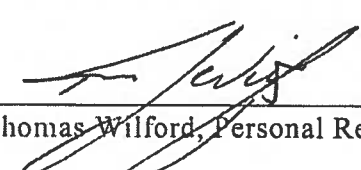
By: Alscott, Inc., Manager

By: 

Joseph B. Scott, Chairman

ALBERTSON'S ESTATE:

ESTATE OF KATHRYN ALBERTSON

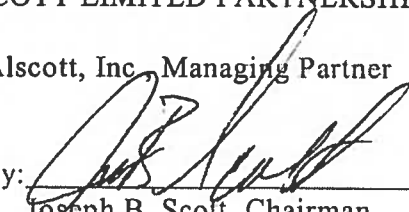
By: 

Thomas Wilford, Personal Representative

ALSCOTT LP:

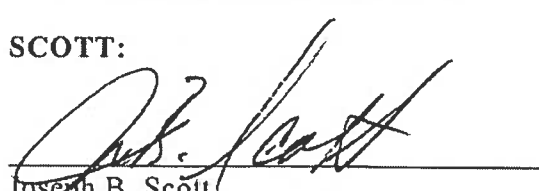
ALSCOTT LIMITED PARTNERSHIP #1

By: Alscott, Inc., Managing Partner

By: 

Joseph B. Scott, Chairman

SCOTT:


Joseph B. Scott

256788

**WARRANTY DEED
IDAHO FARM**

Alscott Limited Partnership #1, a Texas limited partnership, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Alscott Farms, LLC, an Idaho Limited Liability Company**, herein referred to as grantee, whose current address is

Suite 100
380 E. Park Center Blvd.
Boise, Idaho 83706

the following described real property situated in Payette County, State of Idaho, together with all improvements thereon and appurtenances thereunto appertaining.

Government Lots 5, 6, 7 and 8 in Section 29, Twp. 7 N, R.5 WBM, Payette County, Idaho

Government Lots 1, 2 and 3 in Section 30, Twp. 7 N, R.5 WBM, Payette County, Idaho

Government Lots 1 and 2 in Section 31, Twp. 7 N, R.5 WBM, Payette County, Idaho

Government Lots 5 and 6 in Section 32, Twp. 7 N, R.5 WBM, Payette County, Idaho

also known as Gambel Island; provided, however, that a six (6) acre tract marked in black on the first sketch which is attached hereto is excepted from this description, but there is excepted from this exception, that building designated as Building #1 which appears in the South Center of this tract as seen on the second map. This building to be conveyed to the grantee.

Grantor, for itself, heirs, successors and assigns, hereby covenants that it is the owner in fee simple of said premises and that it does warrant and will defend the quiet and peaceable possession of said premises by Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this instrument on this 3 day of August, 1995.

GRANTOR:
Alscott Limited Partnership #1, a Texas
Limited Partnership

Joseph B. Scott, President Alscott, Inc

Joseph B. Scott Vice President.

by *[Signature]* Sec. Treas.
Alscott, Inc. a General Partner,

WARRANTY DEED
IDAHO FARM

256788

Attest:

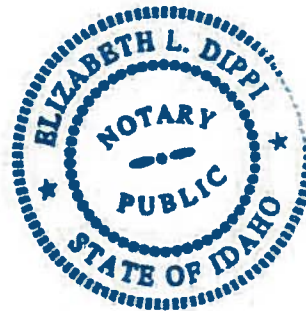

Thomas J. Wilford, Secretary Alscott, Inc

STATE OF IDAHO)
)ss
County of Ada)

On this 3rd day of August, 1995, before me, a Notary Public in and for the State of Idaho, personally appeared Joseph B. Scott, known or identified to me to be the Vice President of Alscott, Inc., the Corporation that executed the instrument as a General Partner of Alscott Limited Partnership #1, a Texas Limited Partnership, the person who executed the instrument on behalf of the corporation, and acknowledged to me that such corporation executed the instrument as such General Partner and Thomas J. Wilford, known or identified to me as the Secretary of Alscott, Inc. acknowledged that he attested said instrument on behalf of said corporation.

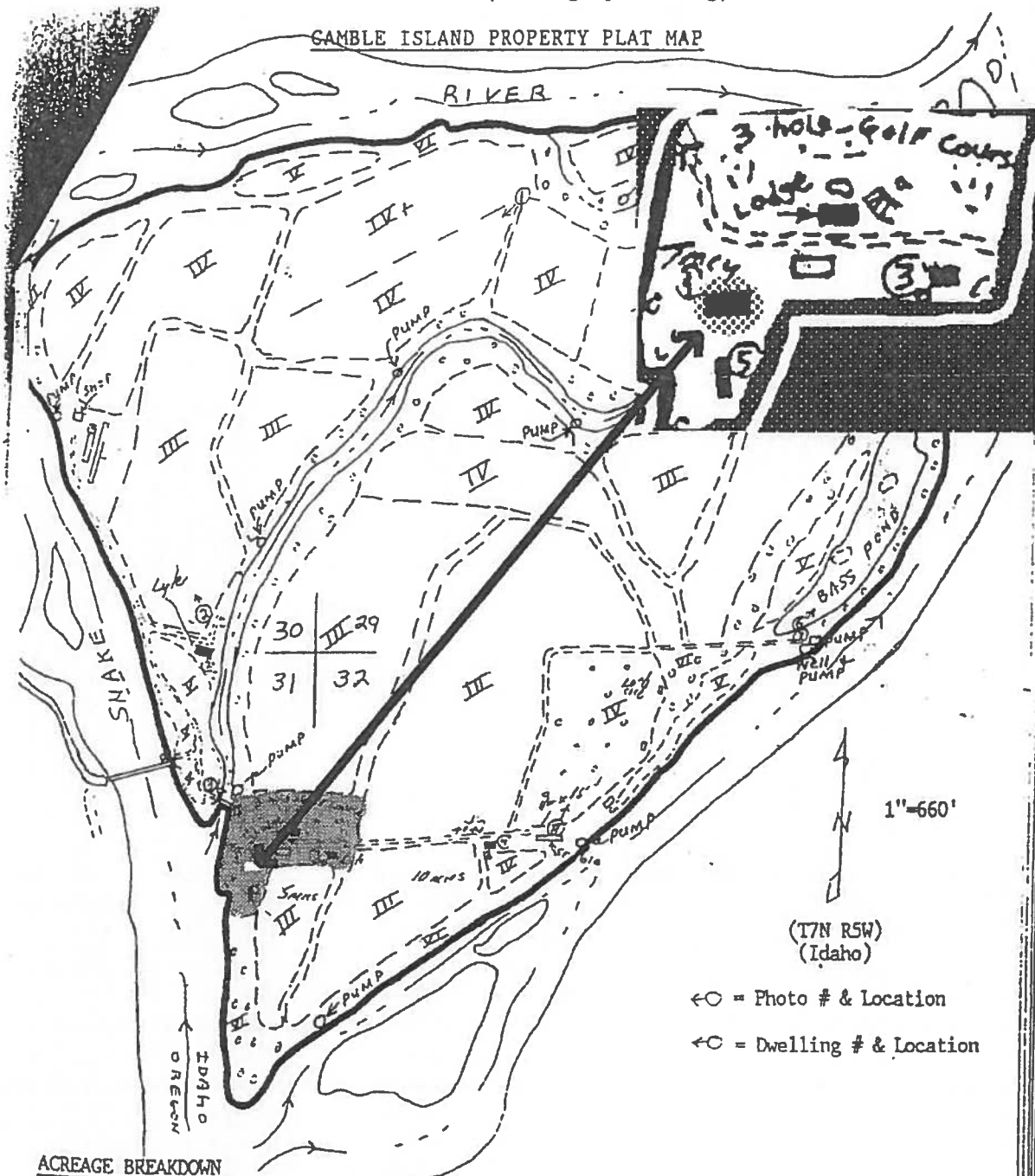
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the date last above written.


NOTARY PUBLIC in and for the State of Idaho.
Residing at Boise, Idaho
My commission expires Jan. 11, 2001.



256788

Figure 1 Second Sketch (Map 2) (Excluded 6 acres shaded in grey with building excluded from 6 acres indicated in blowup with grey shading).



ACREAGE BREAKDOWN

6.0 Acres Improved Home & Building Sites
 130.6 Ac III Deep silt to fine sandy loam irrigated cropland
 89.2 Ac IV Mostly excessively drained sandy loam irrigated cropland
 10.1 Ac V Shallower sandy soils, small fields, handline sprinkled pasture
 28.54 Ac VI Brushy pasture, river banks, ponds
 16.5 Ac Roads/waste
 280.94 Acres Total

256788

State of Idaho, County of Payette

I certify that this instrument was filed for record at the request of Peterson Law Office

August 7, 1995 11:22 AM in Book 48 Decals pg 256788

Laura L. Stigile, Ex-Officio Recorder by Deputy for #900

State of Idaho, County of Payette

262692

I certify that this instrument was filed for record at the request of

Alscott Farms, LLC

Time 1:30 P M Date July 15, 1996 Instrument # 262692 - *Deeds*

Laura L. Stigile, Ex-Officio Recorder by *[Signature]* Deputy Fee \$900

**CORRECTION
WARRANTY DEED**

This deed is executed to correct the description contained in a deed from Alscott Limited Partnership #1 to Alscott Farms, LLC recorded as document #256788:

Alscott Limited Partnership #1, a Texas Limited Partnership, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Alscott Farms, LLC, herein referred to as grantee, whose current address is

Suite 100
380 E. Park Center Blvd.
Boise, Idaho 83706

the following described real property situated in Payette County, State of Idaho, together with all improvements thereon and appurtenances thereunto appertaining.

Government Lots 5, 6, 7 and 8 in Section 29, Twp. 7 N, R.5 WBM, Payette County, Idaho

Government Lots 1 and 3 in Section 30, Twp. 7 N, R.5 WBM, Payette County, Idaho

Government Lots 1 and 2 in Section 31, Twp. 7 N, R.5 WBM, Payette County, Idaho

Government Lots 5 and 6 in Section 32, Twp. 7 N, R.5 WBM, Payette County, Idaho

also known as Gambel Island; provided, however, that a six (6) acre tract described as:

Commencing at the Southwestern tip of Gambel Island and then proceeding approximately 1,040 feet north along the east line of the Snake River on the West Side of Gambel Island **which is the point of beginning**; thence continuing North along that line approximately 480 feet in a line extending beyond the turnaround curve in the Snake River; thence due east approximately 470 feet; thence south along the east side of an existing roadway approximately 350 feet; thence 300 feet west; thence; thence south-southwest approximately 180 feet; thence west approximately 80 feet to the point of beginning less a 42' x 80' building located approximately 157 feet north northeast of the point of beginning

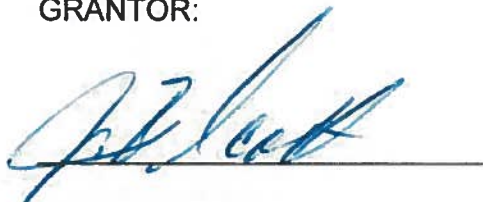
all of which is marked on the sketch which is attached hereto is excluded from the property conveyed and was retained by Kathryn Albertson.

262692

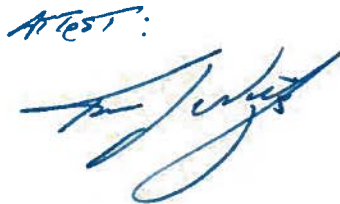
Grantor, for itself, its successors and assigns, hereby covenants that it is the owner in fee simple of said premises and that it does warrant and will defend the quiet and peaceable possession of said premises by Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument on this 3 day of August, 1995.

GRANTOR:



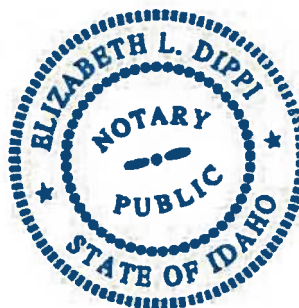
STATE OF IDAHO }
)ss
County of Ada)

Attest:


On this 10th day of July, 1996, before me, a Notary Public in and for the State of Idaho, personally appeared Joseph B. Scott, known or identified to me to be the President of Alscott, Inc., the Corporation that executed the instrument as a General Partner of Alscott Limited Partnership #1, a Texas Limited Partnership, the person who executed the instrument on behalf of the corporation, and acknowledged to me that such corporation executed the instrument as such General Partner and Thomas J. Wilford, known or identified to me as the Secretary of Alscott, Inc. acknowledged that he attested said instrument on behalf of said corporation.

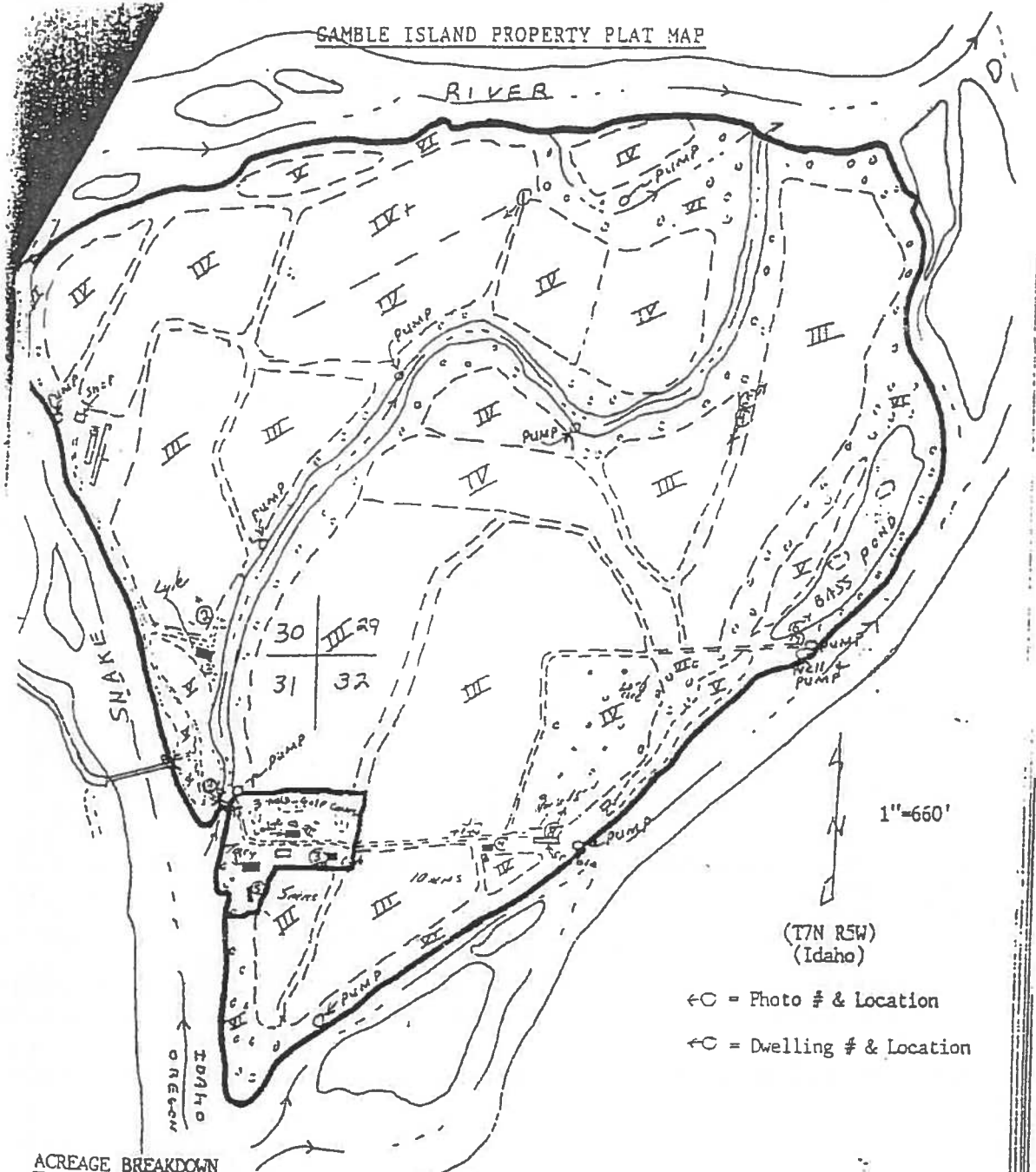
IN WITNESS I have hereunto set my hand and affixed my notary seal the date last above written.


NOTARY PUBLIC in and for the State of Idaho.
Residing at Boise, Idaho.
My commission expires Jan 11, 2001.



262692

Figure 1 First Sketch (Map 1) (Exluded 6 acres outlined in black and indicated as three hole golf course).



ACREAGE BREAKDOWN

6.0 Acres Improved Home & Building Sites
 130.6 Ac III Deep silt to fine sandy loam irrigated cropland
 89.2 Ac IV Mostly excessively drained sandy loam irrigated cropland
 10.1 Ac V Shallower sandy soils, small fields, handline sprinkled pasture
 28.54 Ac VI Brushy pasture, river banks, ponds
 16.5 Ac Roads/waste
 280.94 Acres Total

256787

**WARRANTY DEED
IDAHO FARM**

Kathryn Albertson, a single woman, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Alscott Limited Partnership #1, a Texas Limited Partnership**, herein referred to as grantee, whose current address is

Suite 100
380 E. Park Center Blvd.
Boise, Idaho 83706

the following described real property situated in Payette County, State of Idaho, together with all improvements thereon and appurtenances thereunto appertaining.

Government Lots 5, 6, 7 and 8 in Section 29, Twp. 7 N, R.5 WBM, Payette County, Idaho

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also known as Gambel Island; provided, however, that a six (6) acre tract marked in black on the first sketch which is attached hereto is excepted from this description, but there is excepted from this exception, that building designated as Building #1 which appears in the South Center of this tract as seen on the second map. This building to be conveyed to the grantee.

Grantor, for herself, her heirs, successors and assigns, hereby covenants that she is the owner in fee simple of said premises and that she does warrant and will defend the quiet and peaceable possession of said premises by Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this instrument on this 3 day of August, 1995.

GRANTOR:


Kathryn Albertson

WARRANTY DEED
IDAHO FARM

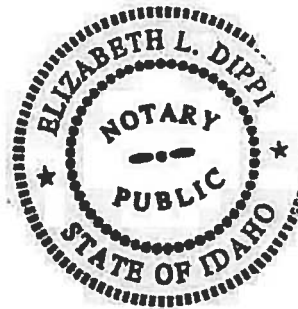
256787

STATE OF IDAHO }
)ss
County of Ada)

On this 3rd day of August, 1995, before me, a Notary Public in and for the State of Idaho, personally appeared Kathryn Albertson, a widow, known or identified to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same.

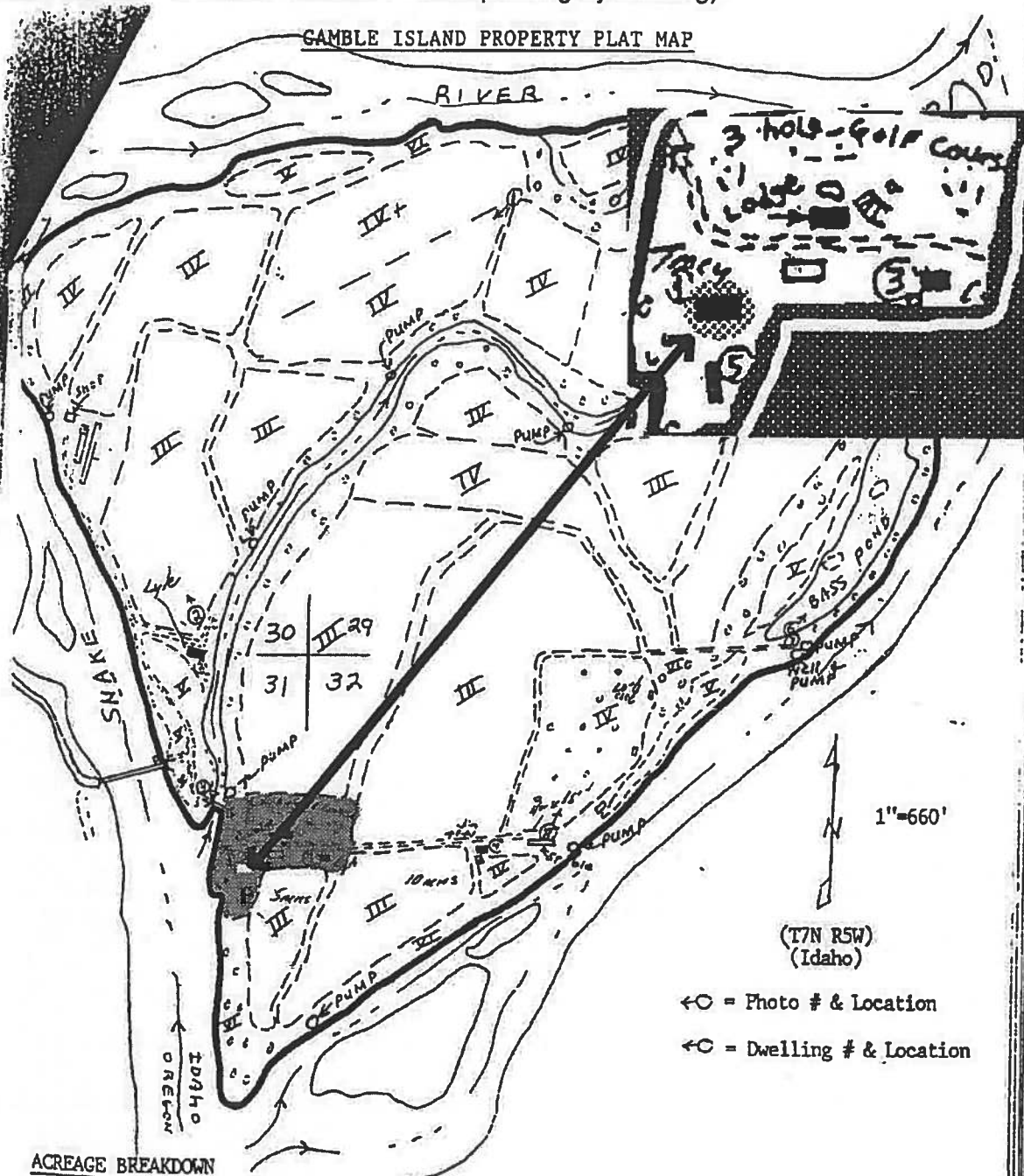
IN WITNESS I have hereunto set my hand and affixed my notary seal the date last above written.

Elizabeth L. Dippi
NOTARY PUBLIC in and for the State of Idaho.
Residing at Boise, Idaho.
My commission expires Jan. 11, 2001.



256787

Figure 1 Second Sketch (Map 2) (Excluded 6 acres shaded in grey with building excluded from 6 acres indicated in blowup with grey shading).



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 28.54 Ac VI Brushy pasture, river banks, ponds
 16.5 Ac Roads/waste
 280.94 Acres Total

256787

State of Idaho, County of Payette

I certify that this instrument was filed for record at the request of

Peterson Law Office
August 7, 1995 11:20 AM in Book 48 Page 256787
 Laura L. Sigile, Ex-Officio Recorder by *[Signature]* Deputy
fee \$9.00

262693

State of Idaho, County of Payette

I certify that this instrument was filed for record at the request of

Time 1:32 P M Date July 15, 1996 Instrument#

Laura L. Stigile, Ex-Officio Recorder by

Allescott Farms, LLC

262693 - Deeds

Deputy Fee

\$9.00

**CORRECTION
WARRANTY DEED**

This deed is executed to correct the description contained in a deed from Kathryn Albertson to Alscott Limited Partnership #1, a Texas Limited Partnership authorized to do business in Idaho, recorded as document #256787:

Kathryn Albertson, for good and valuable consideration, the receipt of which s hereby acknowledged, does hereby grant, bargain, sell and convey unto Alscott Limited Partnership #1, an Idaho limited partnership, herein referred to as grantee, whose current address is

Suite 100
380 E. Park Center Blvd.
Boise, Idaho 83706

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also known as Gambel Island; provided, however, that a six (6) acre tract described as:

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262693

feet to the point of beginning **less** a 42' x 80' building located approximately 157 feet north northeast of the point of beginning

all of which is marked on the sketch which is attached hereto is excluded from the property conveyed and is retained by the grantor.

Grantor, for herself, her heirs, successors and assigns, hereby covenants that she is the owner in fee simple of said premises and that she does warrant and will defend the quiet and peaceable possession of said premises by Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this instrument on this ~~2nd~~ ^{9th} day of August, 1995.

GRANTOR:

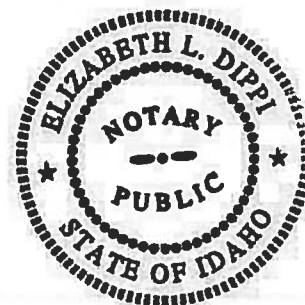
Kathryn Albertson
Kathryn Albertson

STATE OF IDAHO)
)ss
County of Ada)

On this 9th day of July, 1996, before me, a Notary Public in and for the State of Idaho, personally appeared Kathryn Albertson, a widow, known or identified to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS I have hereunto set my hand and affixed my notary seal the date last above written.

Elizabeth L. Dippi
NOTARY PUBLIC in and for the State of Idaho.
Residing at Boise. My commission expires Jan. 11, 2001



Gambel Island Property

262693

Figure 1 First Sketch (Map 1) (Exluded 6 acres outlined in black and indicated as three hole golf course).

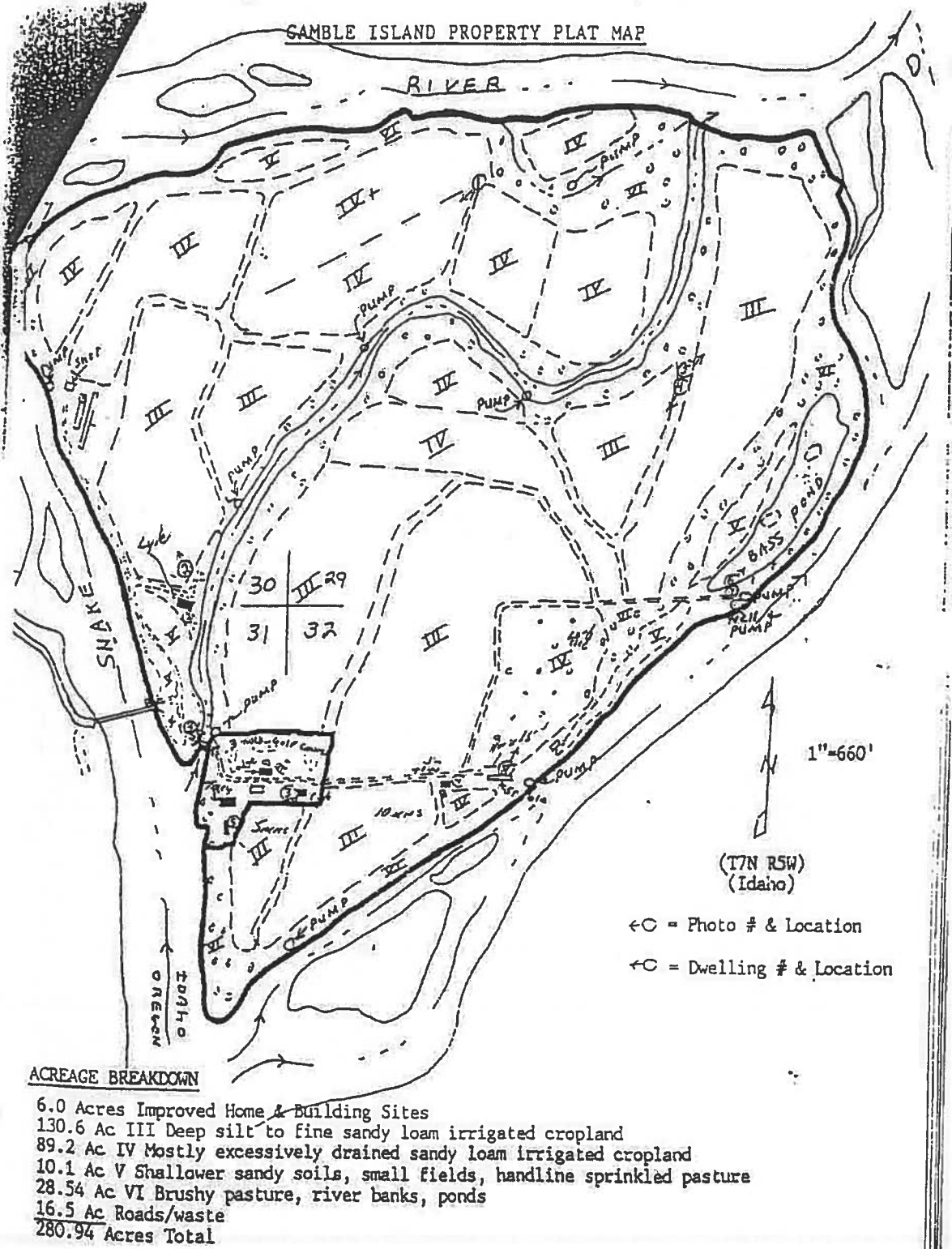
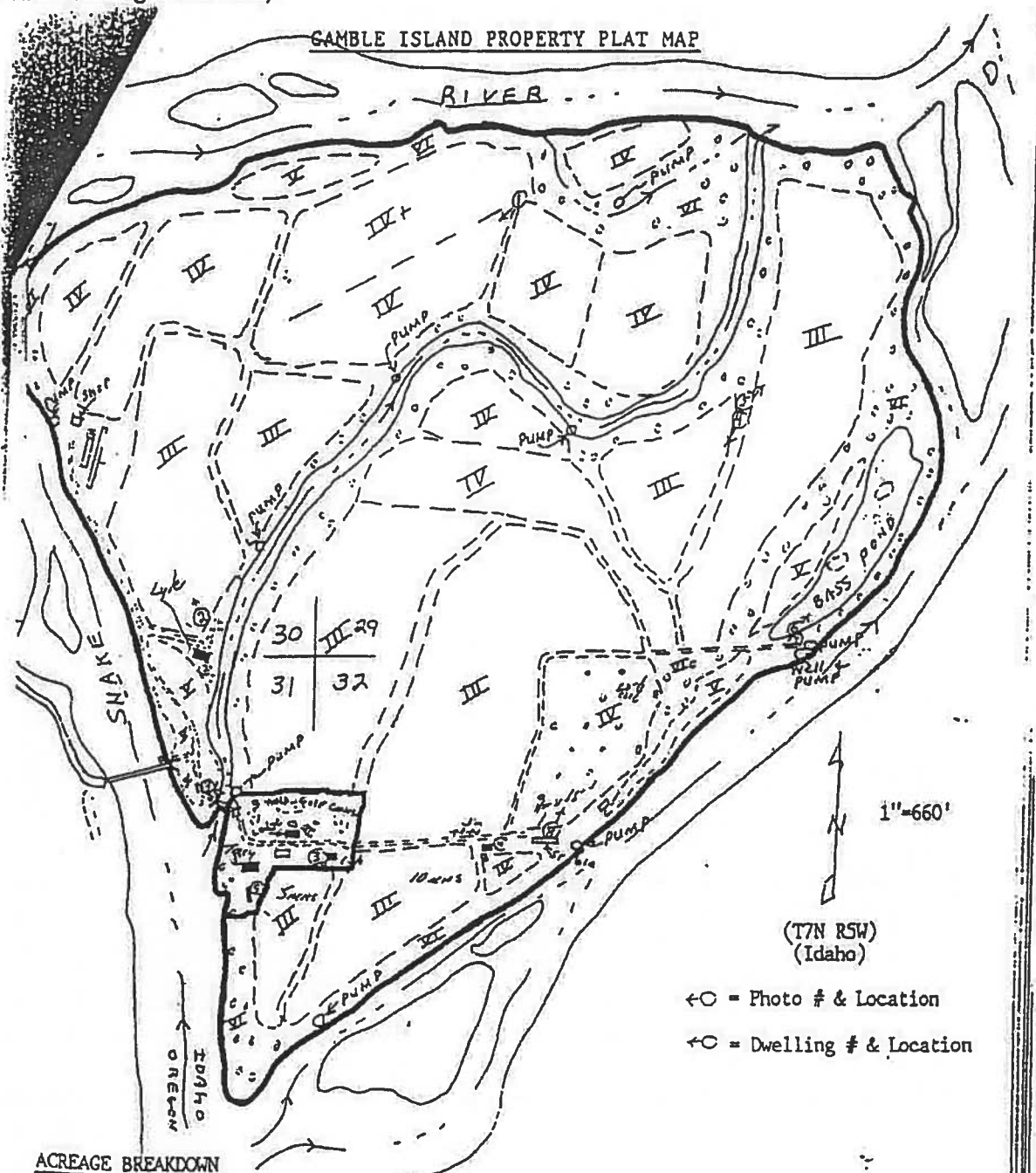


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ACREAGE BREAKDOWN

6.0 Acres Improved Home & Building Sites
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